

BROADWATER COUNTY COMMISSIONERS
515 Broadway, Townsend
Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments and items not on the agenda will be taken either in writing in advance of the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the Helena Independent Record (IR).

Wednesday, February 1, 2023

- | | |
|-----------------|--|
| 10:00 AM | Discussion/Decision, Centennial Insurance Renewal Application, Julie Zipperian |
| 10:05 AM | Discussion/Decision, 4H Pavilion Contract, Jania Hatfield, Deputy County Attorney |
| 10:10 AM | Discussion/Decision, Fairchild Aggregation of Lots COS, Nichole Brown, Community Development & Planning Director |
| 10:15 AM | Discussion/Decision, Antelope Vista II Tract 2 Subsequent Minor Subdivision Request for Preliminary Plat Approval, Nichole Brown, Community Development & Planning Director |
| 10:25 AM | Discussion/Decision, Resolution to name Special Deputy County Attorney for possible construction of the county building in the south end of Broadwater County, Jania Hatfield, Deputy County Attorney |
| 10:30 AM | Discussion/Decision, Task Order Amendment #1 Disease Intervention Specialists and/or Congregate Living Coordinators Task Order # 23-07-7-11-106-0 Contract between DPHHS and Broadwater County, Ruby Taylor, Public Health Director |
| 10:40 AM | Discussion/Decision, Graymont Western US Inc. Contribution Agreement in the amount of \$28,200.00, Jessica Erickson, MSU Extension |

Wednesday, February 1, 2023

- | | |
|----------------|---|
| 1:30 PM | Discussion on Update for Broadwater County v. Peters et al (<u>may be closed to the public for litigation strategy discussion</u>) |
|----------------|---|

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Chairman	(406) 266-9270 or (406) 980-2050
Darrel Folkvord, Vice Chairman	(406) 266-9272 or (406) 980-1213
Lindsey Richtmyer	(406) 266-9271 or (406) 521-0834
E-mail:	commissioners@co.broadwater.mt.us

Future meetings being held at the Flynn Building:

- *Planning Board Public Hearing & Regular Board Meeting on Tues. Feb. 7th at 6:00 p.m.*
- *Board of Commissioners on Wed. Feb. 8th at 10:00 a.m.*
- *Fair Board on Thurs. Feb 9th at 7:00 p.m.*

REQUEST FOR EXEMPTION REVIEW

Note to Applicant: The purpose of this review is to enable Broadwater County officials to determine whether or not the proposed use of an exemption from local subdivision review would evade the Montana Subdivision and Platting Act.

Part One. Applicant Information

Landowner(s): SUZANNE K FAIRCHILD & ANDREW GUSTAFSON
Address: 400 S CEDAR ST, TOWNSEND MT 59644 SUE
Telephone Number(s): 406-980-1012 (SUE), 406-451-9865 (ANDREW)
Andrews Address: _____
Landowner Representative: Schauber Survey
Address: 64 Jack Farm Road Phone: 406-266-4602

Part Two. Legal Description: Tracts 2-4 & 2-5 of
COS BK 2, Pg 1A6

Part Three. Basis for Exemption Request:

What exemption is being claimed, and what is the basis for your exemption claim?

Lift/Remove Sanitary Restrictions From Lots 2-4 + 2-5 (Aggregated)
for 2 single family homes (TRACTS)
with a pressure closed system. Combined Tracts to meet requirement
to safely accommodate system.

Part Four. Supporting Information: Please provide all pertinent information, including an accurate certificate of survey or amended subdivision plat, as applicable and where required. A subdivision exemption review fee must be submitted with the exemption request.

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this 28 day of NOVEMBER, 2022

Signature(s): Suzanne K Fairchild & Andrew Gustafson

Certificate of Governing Body:

We, the Board of County Commissioners, do hereby certify that the use of the exemption claimed on the accompanying Certificate of Survey has been duly reviewed, and has been found to conform to the requirements of the Subdivision and Platting Act, Section 76-3-101 et. seq. MCA, and the Broadwater County Subdivision Regulations.

Dated this _____ day of _____, A.D., 20____

Commissioner

Commissioner

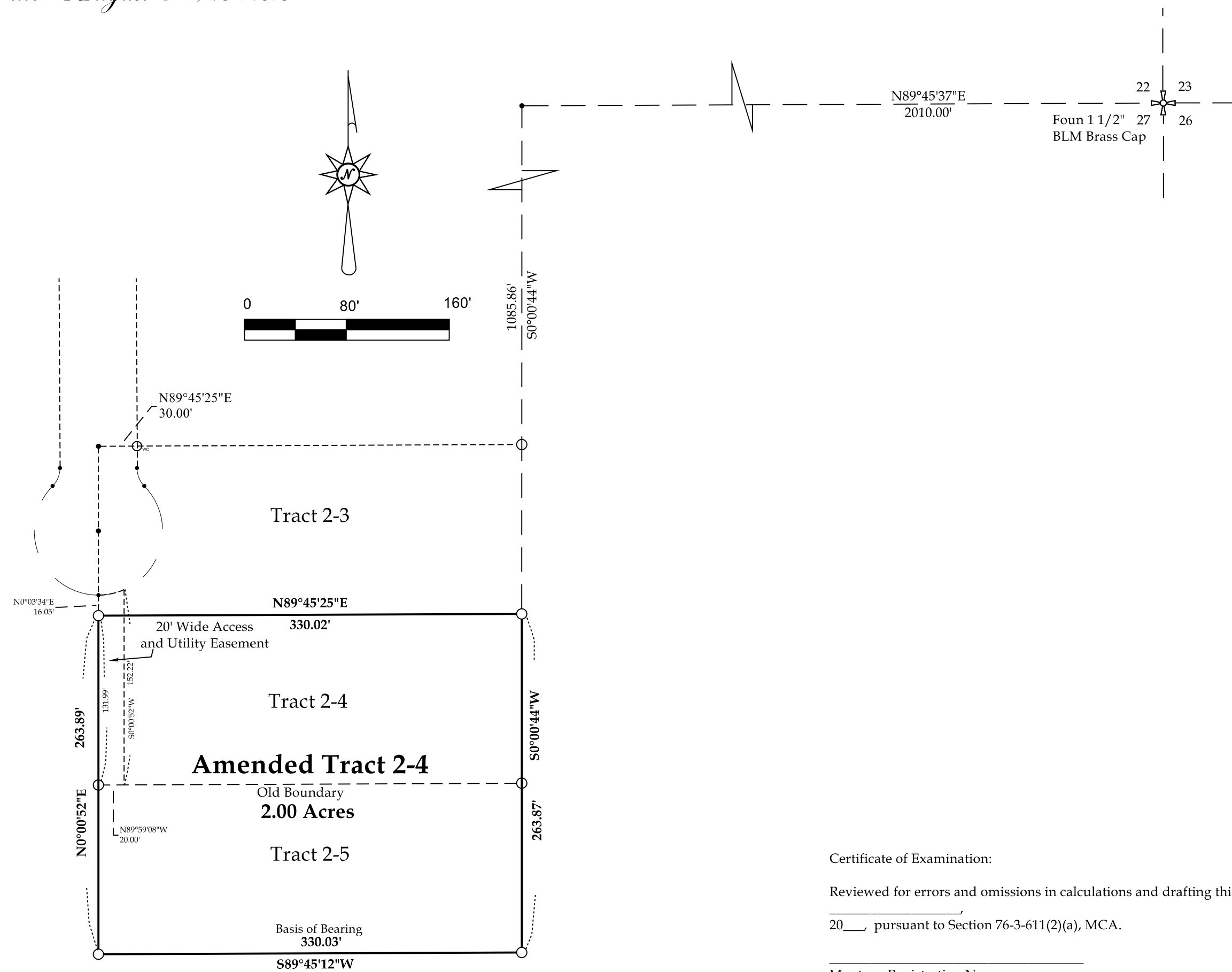
Commissioner

C&R Attest

Certificate of Survey No. _____
To Aggregate Two Existing Parcels
Situated in Certificate of Survey Book 2, Page 146 all being in
Section 27, Township 8 North, Range 1 East, P.M.M., Broadwater County, Montana

Landowner: Sue Fairchild

Date: August 31, 2022



Legal Description:

Amended Tract 2-4

A tract of land being all of Tracts 2-4 and 2-5 of Certificate of Survey Book 2, Page 146, situated in the NE 1/4 of Section 27, Township 8 North, Rnge 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the NE Corner of said Section 27; Thence S89°45'37\"/>

Landowner's Certification:

I hereby certify that the purpose of this survey is for the aggregation of existing parcels and is exempt from review as a subdivision pursuant to Section 76-3-207(1)(f) which states: Aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregated parcel are estagblished. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

Landowner:

Notary:

On this ___ day of ____, 20___, before me a Notary Public for the State of Montana, personally appeared _____ known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

_____, Residing at _____

Notary public for the State of Montana.

My Commission Expires _____.

Certificate of Surveyor:

I hereby certify the attached plat is a true representation of a survey performed under my supervision and completed on August 31, 2022 and described the same as shown on the accompanying plat in accordance with the provisions of the Montana Subdivision and Platting Act. Dated this ___ day of ____, 20___.

Surveyor: _____

Dan Swenson L.S. 15279

P.O. Box 177

Townsend, Mt. 59644

Certificate of Examination:

Reviewed for errors and omissions in calculations and drafting this the ___ day of _____,

20___, pursuant to Section 76-3-611(2)(a), MCA.

_____,
Montana Registration No. _____

Certificate of Treasurer:

I, _____, Treasurer of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid through _____

Tax ID # _____
Dated this ___ day of ____, 20___.

_____,
Treasurer of Broadwater County

Basis of Bearing COS Book 2, Page 146

LEGEND

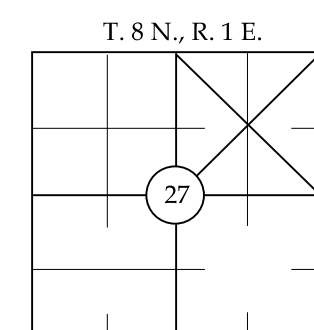
- Rebar
- Set Rebar
- _{mc} Witness Corner
- ✚ Section Corner

Certificate of Clerk and Recorder:

I, _____, Clerk and Recorder of Broadwater County, Montana, do hereby certify that the foregoing instrument was filed in my office at _____ o'clock, (am or pm), the ___ day of ____, AD, 20___, and recorded in Book _____ of Plats on Page _____, Records of the Clerk and Recorder, Broadwter County, Montana.

Document No. _____

_____,
Clerk and Recorder



Section 27, T. 8 N., R. 1 E.			
Sue Fairchild			
Aggregation of Lots			
Schauber Surveying 266-4602			
SCALE	PRINT DATE	FILE NAME	
80 Ft/In	11-29-2022	4617 CR.trv	
DRAWN BY	REVISION	SHEET	JOB
DLS		1/1	4617

STAFF
REPORT

Preliminary Plat
Dated 6/6/2022

ANTELOPE VISTA II TRACT 2
SUBSEQUENT MINOR SUBDIVISION
Preliminary Plat

To: Broadwater County Planning Board
From: Nichole Brown, Broadwater County Community Development Director
Subject: A proposed subdivision to be known as **The Antelope Vista II Tract 2 Subsequent Minor Subdivision**

GENERAL INFORMATION

Date of Application: July 19, 2022
Element Complete: August 17, 2022
Date of Sufficiency: October 6, 2022
Planning Board Hearing: November 29, 2022
Review Period Ends: January 6, 2023 *Amended to February 8, 2023 at the request of the subdivider

SUBDIVIDER: Jon and Christina Kamps
3 Prospect Hill Road
Three Forks, MT 59752

LEGAL DESCRIPTION: Situated in Section 29, Township 3 North, Range 1 East, Broadwater County, Montana

GENERAL LOCATION: The proposed subdivision is located off Vista Drive, approximately five and one half (5.5) miles northwest of Hwy 287/I-90 interchange.

I. EXECUTIVE SUMMARY

The Subdivider intends to create two (2) lots from an existing 24.59-acre parcel. Lots range in size from 10.14 to 14.42 acres. Both lots are being submitted for review as residential lots. There is an existing house and barn on Tract 2A. Wastewater will be provided via individual on-site wastewater treatment systems for both lots. Water will be provided to each lot via individual on-site wells. Tract 2A has an existing approved on-site wastewater treatment system and well. Access will be provided from Vista Drive by way of Price Road, which is a county road. The required preliminary review fee of \$1700.00 has been paid.

II. REQUEST

Approval of the 2-lot Subsequent Minor Subdivision for 2 single-family homes.

III. STAFF RECOMMENDATION

Staff recommends APPROVAL of the proposed Antelope Vista II Tract 2 Subsequent Minor Subdivision Preliminary Plat subject to the conditions of approval based on the recommended findings of fact included in the Staff Report

IV. LOCATION

The proposed subdivision is located off Vista Drive approximately 5.5 miles northwest of the US Highway 287/I-90 interchange.

V. EXISTING DEVELOPMENT AND USES

The property is currently an occupied subdivision lot. This proposed subdivision is a subsequent division of Tract 2 of the Antelope Vista II Subsequent Minor Subdivision.

VI. ADJACENT LAND USES

Land in all directions are subdivision lots, many of them greater than 20 acres in size.

VII. PUBLIC COMMENT

Public Comment will be taken at the November 29, 2022 public hearing and subsequent Planning Board Regular Business Meeting and Commissioner Meeting(s).

VIII. PROJECT BACKGROUND

This project is considered a major subdivision according to the Broadwater County Subdivision Regulations Section III-B. The parcel was originally created as Tract 2 of the previously approved Antelope Vista II Major Subdivision. That subdivision received final approval for twelve (12) lots, thereby making this proposed subsequent division of Tract 2 a major subdivision since more than the cumulative total of lots is greater than five (5) lots.

IX. STAFF ANALYSIS

Review is performed pursuant to the Montana Subdivision and Platting Act, Title 76, Chapter 3, Montana Codes Annotated, the 2021 Broadwater County Subdivision Regulations and the 2020 Broadwater County Growth Policy. The proposed preliminary plat, Antelope Vista II Tract 2 Major Subdivision, as submitted by the Subdivider, together with the required supplementary plans and information, appear to satisfy the requirements of these regulations and comply with the Broadwater County Growth Policy, with the suggested mitigating conditions.

X. CRITERIA FOR REVIEW:

In accordance with 76-3-608(3), MCA, a subdivision proposal must undergo review for impacts on the following primary criteria: 1. Agriculture; 2. Agricultural Water User Facilities; 3. Local services; 4. Natural Environment; 5. Wildlife and Wildlife Habitat; 6. Public Health and Safety; 7. Compliance with the County's Subdivision Regulations; 8. Compliance with Survey Requirements; 9. The provision of easements within and to the

proposed subdivision for the location and installation of any planned utilities; and 10. A provision for providing legal and physical access to each parcel within the proposed subdivision.

FINDINGS OF FACT AND CONCLUSIONS:

A. IMPACTS ON AGRICULTURE:

1. **DEFINITION OF AGRICULTURE:** Farming or ranching include the cultivation or tilling of the soil, the production, cultivation growing, harvesting of agricultural or horticultural commodities that are on site, such as food, feed, and fiber, the raising of livestock and poultry, bees, biological control insects, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops, and including timberlands and forest lands. *Broadwater County Subdivision Regulations, Definition 3.*
2. **NARRATIVE:** According to the preliminary plat application, none of this property is considered prime farmland even if irrigated. Currently the property sustains light grazing of cows, but the proposed use of Tract 2A will remain the same.
3. **FINDING:** This proposed subdivision could have an effect on agricultural productivity since some of the land is being removed from agriculture. However, the subdivision should not have impacts on any neighboring agricultural properties due to the proximity to adjacent subdivided lands and the relatively large size of the parcels being proposed.

Per Chapter V-A of the Broadwater County Subdivision Regulations, all subdivisions must be designed and developed to provide satisfactory building sites that properly relate to topography, and must, to the extent possible, preserve the natural environment.

The proposed subdivision property is generally level and thus provides good building sites that will minimize the flow of stormwater and therefore minimize soil erosion that might occur due to the construction of buildings and associated infrastructure, which could negatively affect agriculture.

Conditions of approval for the proposed subdivision will require a Noxious Weed Management Plan be on file and recorded with the final plat; Restrictive covenants providing notice of agricultural operations in the vicinity; That the property shall be maintained in a weed-free manner; and restraining domestic pets on the property. Other conditions of approval will provide the opportunity to financially guarantee any improvements required by the Weed Management Plan.

Conditions of Approval Numbers 10, 12-c, 12-g, 12-h and 13 are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agriculture, as set forth in the Findings of Fact, will be

mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

B. IMPACTS ON AGRICULTURAL WATER USER FACILITIES:

1. DEFINITION OF AGRICULTURAL WATER USER FACILITIES: Those facilities which provide water for irrigation or stock watering to agricultural lands to produce agricultural products. Any part of an irrigation system historically used to produce an agricultural product on property used for agricultural purposes. These facilities include, but are not limited to, ditches, head gates, pipes and other water conveying facilities. *Broadwater County Subdivision Regulations, Definition 5.*
2. NARRATIVE: The proposed subdivision will create one additional residential lot.
3. FINDINGS: The proposed subdivision property does not have any irrigation ditches, canals or other water user facilities on the parcel. (*Source: Environment Assessment*)

Conditions of Approval Numbers 12-c, 12-g, 12-h and 13 are required to mitigate impacts on agricultural water user facilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agricultural water user facilities, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

C. IMPACTS ON LOCAL SERVICES:

1. DEFINITION OF LOCAL SERVICES: All services or facilities local government is authorized to provide that benefit their citizens, such as water supply, sewage disposal, law enforcement, fire protection, emergency services, transportation system, educational system, noxious weed control, as well as services that local government does not provide such as power, telephone, state highways, etc. *Broadwater County Subdivision Regulations, Definition 34.*
2. NARRATIVE: The proposed subdivision will be accessed from an existing subdivision access road via Price Road, a county road. It is within the jurisdiction of the Broadwater County Sheriff's Office and the Three Forks School District. Fire protection will be offered by the Three Forks Fire District.
3. FINDINGS:
 - a. SOLID WASTE:
Individual lot owners will haul their solid waste to the Logan Landfill or they will have the option of hiring an independent contractor to pick up their solid waste. (*Source: Environmental Assessment*)

b. MAIL DELIVERY:

It is anticipated that mail will be delivered by the United States Postal Service and plans for any mail receptacles on-site are subject to review and approval by the Three Forks Post Office. (*Source: Environmental Assessment*)

c. UTILITIES:

It is anticipated that Vigilante Electric will provide electrical service to the proposed subdivision. Future dry utilities are anticipated to be installed underground. (*Source: Environment Assessment*)

d. ROADS AND TRAFFIC:

No transportation plan has been officially adopted for this area. One road within the proposed subdivision intersects with Price Road, a county road. The proposed development is not anticipated to cause a significant impact to the roadways.

The estimated Average Daily Trips (ADT) for two (2) residential lots is sixteen (16) ADT. A Preliminary Engineering Report (PER) will need to be prepared and certified by an engineer licensed in the State of Montana to determine estimated costs of improvements necessary to make 'Vista Drive' meet or exceed the Broadwater County Road Standards.

A Rural Improvement District or Special District or Property Owners Association or a Road User Agreement should be set up to assist in funding on-going road maintenance within the proposed subdivision.

e. SCHOOLS:

The proposed subdivision is served by the Three Forks School District and the subdivision could potentially produce 3 students. The potential for new students from this development could have an impact on existing bus routes which may need to be altered once the subdivision is at full build-out. (*Source: Environmental Assessment; Application for Preliminary Plat*)

f. EMERGENCY SERVICES:

The proposed subdivision is within the Broadwater County Sheriff Department's jurisdiction. Due the rural nature of this subdivision, response times for emergency services could be longer than expected. (*Source: Environmental Assessment; Application for Preliminary Plat*)

g. FIRE SERVICES

The proposed subdivision is located within the Three Forks Fire District. The nearest firehouse is Three Forks Fire Station, an unmanned, volunteer fire house. The Subdivider will need to propose a fire protection plan for review and approval by the Three Forks Fire District. (*Source: Environmental Assessment; Application for Preliminary Plat, Affected Agencies Correspondence*)

Conditions of Approval Numbers 3, 6, 7, 8, 9, 11, 12-b, 14 and 15 are required to mitigate impacts on local services. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to local services, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

D. IMPACTS ON THE NATURAL ENVIRONMENT

1. **DEFINITION OF NATURAL ENVIRONMENT:** The natural environment is defined as the physical conditions which exist within a given area, including land, air, water, mineral, flora, fauna, sound, light, and objects of historic and aesthetic significance. *Broadwater County Subdivision Regulations, Definition 47.*
2. **NARRATIVE:** According to the preliminary plat application each lot will have buildable areas with slopes less than 15%. No rock outcroppings were identified by the Subdivider. There are no marsh, shrub or forestlands located on the property. There are sparse trees and vegetation cover. The proposed subdivision is outside of the FEMA mapped 100-year floodplain. A sixty (60) foot wide drainage easement is shown on the preliminary plat crossing both Tract 2A and Tract 2B. The one additional homesite will be located well away from the drainage easement.
3. **FINDINGS:** Future lot owners will need to adhere to the sixty (60) foot setback requirements and install appropriate size culverts if necessary.

Per Chapter V-B of the Broadwater County Subdivision Regulations, the design and development of subdivisions must provide satisfactory building sites which are properly related to topography, and must, to the extent possible, preserve the natural environment.

The proposed subdivision property is generally level and thus provides good building sites that will minimize the flow of stormwater and therefore minimize soil erosion that might occur due to the construction of buildings.

All grading, drainage and erosion control shall be in compliance with Chapter V-J of the Broadwater County Subdivision Regulations.

According to the preliminary plat application post development generated stormwater will be detained within the subdivision boundaries. A stormwater pollution prevention plan will be implemented and will remain in effect during the construction phase of this project and until disturbed soils are properly stabilized. The grading and drainage plan will be provided for review to the MT Department of Environmental Quality.

Per Chapter V-R of the Broadwater County Subdivision Regulations, a Weed Management Plan shall be approved by the Broadwater County Weed Board prior to the subdivision application being considered complete.

A Noxious Weed Management Plan has been completed by the developer, submitted, and approved by the Broadwater County Weed Coordinator and the Broadwater County Weed Board. No critical plant species have been identified. Existing vegetation will only be disturbed for necessary construction of roads, driveways, utilities and structures. Any construction disturbance will be reseeded with an approved grass seed mix. A Weed Management Plan has been approved by the Broadwater County Noxious Weed District to control and prevent the growth of noxious weeds. The Subdivider will be responsible for adhering to the Weed Management Plan until all lots are sold or the responsibility is turned over to a homeowners' association. (*Source: Environmental Assessment; Application for Preliminary Plat: Item 28—Weed Management Plan*).

A letter was received from the Montana Historical Society (MHS) on April 5, 2022, to determine if there are any known historical, cultural or archaeological sites which may be affected by the proposed development. According to Damon Murdo, MHS Cultural Records Manager, there have not been any previously recorded sites within the designated area. (*Source: Application for Preliminary Plat: Item - 32, Letter from Damon Murdo dated April 5, 2022*)

Conditions of Approval Numbers 10, 12-c and 14 are required to mitigate impacts on the natural environment. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on the natural environment, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed

E. IMPACT ON WILDLIFE AND WILDLIFE HABITAT

1. **DEFINITION OF WILDLIFE AND WILDLIFE HABITAT:** Those animals that are not domesticated or tamed, or as may be defined in a Growth Policy; and The place or area where wildlife naturally lives or travels through. *Broadwater County Subdivision Regulations, Definitions 84 and 85.*
2. **NARRATIVE:** Wildlife such as deer, coyote, fox, gopher, bull snakes, rattlesnakes, robins, meadowlark and hummingbirds occasionally utilize the proposed subdivision. However, there should be no displacement of wildlife since the surrounding area is residential and only one new residence is being added. (*Source: Environmental Assessment*)
3. **FINDINGS:** The impacts on wildlife habitat will be negligible based upon the

surrounding uses. Landowners are encouraged to install wildlife friendly fencing, contain domestic animals, and secure solid waste to reduce wildlife incidents whenever possible. (*Source: Environmental Assessment*)

Conditions of Approval Number 12-c and 12-h are required to mitigate impacts on wildlife habitat. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to wildlife habitat, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

F. IMPACT ON PUBLIC HEALTH AND SAFETY:

1. **DEFINITION OF PUBLIC HEALTH AND SAFETY:** The prevailing healthful, sanitary condition of well-being for the community at large. Conditions that relate to public health and safety include but are not limited to disease control and prevention; emergency services; environmental health; flooding, fire or wildfire hazards, rock falls or landslides, unstable soils, steep slopes, and other natural hazards; high voltage lines or high pressure gas lines; and air or vehicular traffic safety hazards. *Broadwater County Subdivision Regulations, Definition 59.*
2. **NARRATIVE:** The proposed subdivision will be served by on-site wells. Each lot will have its own wastewater system and well. A sixty (60) foot wide drainage easement travels north to south along the eastern boundary of Tract 2A and Tract 2B.
3. **FINDINGS:**

a. **WATER SUPPLY:**

The proposed subdivision is not within the service area of a public water system. The proposed lots will be served by individual on-site water wells, drilled into each lot, according to the Preliminary Plat Application. Tract 2A has an existing domestic well that serves the homesite. Each lot will have an estimated total domestic volume of use of 10-acre feet/year. The use of these exempt wells is subject to review and approval by the DNRC and DEQ. (*Source: Application for Preliminary Plat: Item – 30, Sanitation Requirements*)

Well Log data in the vicinity of the subdivision was provided in the preliminary plat application. Average depth of the five wells sampled is two-hundred eleven (211) feet deep and static water level averages fifty-nine (59) feet. Yield average is seventeen (17) gallons per minute. (*Source: Application for Preliminary Plat: Item – 30, Sanitation Requirements, Well Logs*)

b. **WASTEWATER**

Wastewater for the proposed subdivision will be provided by the use of individual on-site wastewater treatment systems (septic drain fields). The MT Department of Environmental Quality will review and issue approval for the lots for adequacy and

impact of the wastewater systems on groundwater quality and will issue a determination of non-significant impacts in a Certificate of Subdivision Approval. There is an existing drainfield on Tract 2A serving the existing homesite. (*Source: Application for Preliminary Plat: Item – 30, Sanitation Requirements*)

c. **STORMWATER**

A stormwater retention plan will be created with concurrence by the MT Department of Environmental Quality prior to final plat approval.

Conditions of Approval Numbers 8, 12-c, 12-d, 12-e, 12-f and 14 are required to mitigate impacts on public health and safety. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on public health and safety, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

G. COMPLIANCE WITH SUBDIVISION REGULATIONS

1. **FINDINGS:** The proposed subdivision meets all Subdivision Regulations, and it will remain in compliance with these regulations if all conditions of approval are satisfied. No variances have been requested.

All conditions of approval are required to address compliance with the Subdivision Regulations. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with subdivision regulations, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

H. COMPLIANCE WITH SURVEY REQUIREMENTS

1. **FINDINGS:** A land survey and plat completed by a registered land surveyor in the state of Montana will need to be prepared. A review of the plat by the Community Development Department and the Examining Land Surveyor at the time of final plat application will ensure that the plat conforms to all conditions of approval, plat rules and regulations.

Condition of Approval number 2 and 11 are required to address compliance with survey requirements. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with survey requirements, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

I. PROVISION OF EASEMENTS WITHIN AND TO THE PROPOSED SUBDIVISION

FOR THE LOCATION AND INSTALLATION OF ANY PLANNED UTILITIES

1. FINDINGS: Utility easements will have to be shown and described on the plat, in accordance with the Subdivision Regulations and in consultation with the utility providers, where utilities are or will be installed, and where necessary for the future extension of services.

Conditions of Approval number 11 is required to address the provision of easements within and to the proposed subdivision for the location and installation of planned utilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of easements within and to the proposed subdivision for the location and installation of any planned utilities, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

J. PROVISION OF LEGAL AND PHYSICAL ACCESS TO EACH PARCEL WITHIN SUBDIVISION

1. FINDINGS: Legal and physical access to Tract 2A is via an existing forty (40) foot wide easement along the west boundary of Tract 1 of the Antelope Vista II Subsequent Minor Subdivision to Price Road, a county road. Tract 2B will have access via the existing Vista Drive which is a subdivision road dedicated to the public on the Antelope Vista II Subsequent Minor Subdivision plat. A culvert or bridge will need to be installed across the sixty (60) drainage easement to access the building site on Tract 2B from Vista Drive.

A condition of approval will require the Subdivider to install an appropriately sized culvert or bridge across the sixty (60) foot easement on Tract 2B.

Conditions of Approval Numbers 5, 6 and 11 are required to address the provision of legal and physical access to each parcel within the proposed subdivision. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of legal and physical access to each parcel within the proposed subdivision as set forth in the Findings of Fact, will be addressed by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

IX. RECOMMENDED CONDITIONS

The Antelope Vista II- Tract 2 Subsequent Minor Subdivision is recommended for approval with the following conditions:

1. Any and all adopted State and County requirements and standards which apply to this proposed subdivision must be met unless otherwise waived for cause by the governing

body. (**Mitigates Findings of Fact under “Compliance with Subdivision Regulations”**) (*Section 76-3-608, MCA; Chapter I, County Subdivision Regulations.*)

2. The Subdivider will be required to submit the preliminary and final plat drawings in electronic format to Broadwater County in ARCGIS, AutoCAD or Microstation format. Additional materials may be requested by the County in electronic format to facilitate review of application materials. (**Mitigates Findings of Fact under “Compliance with Survey Requirements”**) (*Chapter II and Appendix Q, County Subdivision Regulations*)
3. Prior to submission of a final plat application, the applicant shall submit plans for wastewater treatment and water supply systems to the Montana Department of Environmental Quality (DEQ) for review and approval. The applicant shall submit documentation to the Broadwater County Community Development Department from DEQ verifying their review and approval. All specifications and requirements of the approved plans that are required to be completed prior to final plat approval, shall be met at the cost of the applicant. (**Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”**) (Sections 76-4-101, et.seq., MCA; Sections 17.36.101, et.seq., ARM; Sections 76-3-102(4), 504(1)(g)(iii), and 608(3)(a), MCA; Chapters I.C.7, 8, 9, 10, 11 and V-C, V-K and V-L, Broadwater County Subdivision Regulations)
4. Prior to final plat approval, the subdivider shall demonstrate that each lot within the proposed subdivision abuts a public road or has obtained adequate and appropriate easements across all necessary properties, from a public road to each lot in the subdivision, whether a road has been constructed on that property and has dedicated the easement or private road for public use or for the use of the subdivision. (**Mitigates Findings of Fact under “The provision of legal and physical access to each parcel within the proposed subdivision”**) (Chapter V-H and Definitions – 1, Broadwater County Subdivision Regulations)
5. The culvert or bridge crossing the sixty (60) foot drainage easement must be installed and appropriately sized and designed to specifications which meet or exceed Broadwater County Design and Improvement Standards. The purpose of the culvert is to convey traffic safely to the home site. The culvert used shall be purchased and installed following the manufacturer’s specifications for loads consistent with deliveries of building materials and heavy vehicle trips. (**Mitigates Findings of Fact under “The Provision of Legal and Physical Access to each parcel within the proposed subdivision”**) (*Chapter I-C-10, Broadwater County Subdivision Regulations*)
6. Plans for the location and installation of individual mailboxes shall be reviewed and approved by the United States Postal Service prior to installation. The Subdivider shall submit documentation from the United States Postal Service verifying their review and approval. When required, Subdivider shall provide an off-street area for mail delivery. The Subdivider, its successors and assigns shall be responsible for all costs associated with meeting this condition of approval. (**Mitigates Findings of Fact under “Impacts on Mail Delivery under Local Services”**) (*Sections 76-3-102(4), 76-3-501(1), and 76-*

3-608(3)(a) -(b); Chapter IV-A-7 b. 8, County Subdivision Regulations.)

7. Prior to submitting the final subdivision plat application, the applicant shall complete a Fire Protection Plan for the purpose of furthering fire protection. The Fire Protection Plan shall be created with concurrence by the Three Forks Fire District. **(Mitigates Findings of Fact under “Impacts on Emergency Services under Local Services and Impacts on Public Health and Safety”)** (Sections 76-3-102, 501, 504 and 608(3), MCA; Chapter V-Q, Broadwater County Subdivision Regulations)
8. Prior to any development and/or soil disturbance, the applicant shall submit a Subdivision Noxious Weed Management and Revegetation Plan for the proposed subdivision to the Broadwater County Weed District for review and approval. All specifications and requirements of the approved plan shall be met at the cost of the applicant. The applicant shall submit documentation to the Broadwater County Community Development Department from the Weed District verifying their review and approval. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Natural Environment”)** (Sections 76-3-102(5 and 6), and 608(3)(a), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)
9. The final plat shall be prepared in accordance with the applicable State survey requirements, Montana Subdivision and Platting Act survey requirements and the County Subdivision Regulations. The final plat shall be in substantial compliance with the plat and plans submitted for preliminary plat review, except as modified by these conditions. The final plat shall provide for the following: **(Mitigates Findings of Fact under “Impacts on mail Delivery, Utilities, Roads and Traffic under Local Services”, “Compliance with Survey Requirements, the provision of Easements within and to the Proposed Subdivision for the Location and Installation of any Planned Utilities and Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (Section 76-3-102, 76-3-402, 76-3-501, 76-3-504, and 76-3-608(3), MCA; Rule 24.183.1107, ARM; Chapter II-F, County Subdivision Regulations)
 - a. All existing and proposed utility easements on the subject property;
 - b. All existing access and utility easements adjacent to the subject property; and
 - c. All drainage easements.
10. The Book and Page reference to the restrictive covenants (filed with the County Clerk and Recorder) shall be indicated on the face of the final plat. In addition, restrictive covenants, revocable or alterable only with the consent of the Board of County Commissioners, shall be placed upon the property and shall provide for the following **(Mitigates Findings of Fact under all Review Criteria listed in the Staff Report)** (Section 76-3-608(3)(a), MCA; Chapters I and IV, County Subdivision Regulations)
 - a. Notice is hereby given that all lots shall be used for Residential purposes only per the subdivision application **(Mitigates Findings of Fact under**

- “Compliance with Subdivision Regulations”**) (Chapter I-C and III-A, Broadwater County Subdivision Regulations);
- b. Notice is hereby given that each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, waives the right to protest joining or the amendment of a Rural Improvements District for the installation, maintenance, preservation, and repair of the following: roads that provide access to the subdivision, stormwater improvements for the subdivision; fire protection improvements for the subdivision. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services”)** (Section 76-3-102(4), MCA; Chapter V-H-b, Broadwater County Subdivision Regulations)
 - c. Notice is hereby given that each lot shall be maintained in a weed-free manner and a Noxious Weed and Revegetation Plan has been prepared for the subdivision and is on file with the Broadwater County Clerk & Recorder’s Office. **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water Users, Impacts on the Natural Environment, Impacts on Wildlife and Wildlife Habitat and Impacts on the Public Health and Safety”)** (Sections 76-3-102 and 608(3), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)
 - d. Notice is hereby given of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures. **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)** (Section 76-3-608(3)(a), MCA; Chapter I-C-10 and V-C, Broadwater County Subdivision Regulations)
 - e. Notice is hereby given that all structures within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable State building code for this seismic zone (Zone 3). **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)** (Section 76-3-608(3)(a), MCA; Chapters I-C-10 and V-B, Broadwater County Subdivision Regulations)
 - f. Notice is hereby given of a restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the subdivision, agreeing therein to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County’s costs and attorney’s fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair and/or maintenance of the following: **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)**(76-3-608(1) and (4), MCA; Chapter I-C-10, Broadwater County Subdivision Regulations)
 - i. Exposure to radon;
 - ii. Earthquake fault zone and any seismic activity; and
 - iii. Water availability
 - g. Notice is hereby given of the presence of agricultural operations in the vicinity and such operations may occur at varying times and seasons and include, but

are not limited to, the noises and odors due to the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Agricultural Water User Facilities”)** (section 76-3-608-(3)(a), MCA; Chapter III-A-7-b, Broadwater County Subdivision Regulations)

- h. Notice is hereby given that domestic pets should be restrained on the property at all times **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities, Impacts on Wildlife and Wildlife Habitat”)** (Section 76-3-608(3)(a), MCA; Chapter I-C and III-A-7, Broadwater County Subdivision Regulations)

11. The Subdivider shall include a notarized “Right to Farm” declaration with final plat affirming that “No agricultural or farming operation, place, establishment or facility or any of its appurtenances or the operation thereof is or becomes a public or private nuisance because of the normal operations thereof as a result of changed residential or commercial conditions in or around it locality of the agricultural or farming operation, place, establishment or facility has been in operation longer than the complaining resident has been in possession or commercial establishment has been in operation.” **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities)** (Section 27-30-101, MCA and Chapter IV-A 20, County Subdivision Regulations.)
12. Prior to submitting the final plat, the following improvements shall be installed or otherwise guaranteed. **(Mitigates Findings of Fact under “Impacts on Utilities, Roads and Traffic, Mail Delivery, the Natural Environment and Public Health and Safety)** (Sections 76-3-507 and 76-3-608(3)(a), MCA and Chapter IV-A, County Subdivision Regulations)
 - a. Any necessary improvements required by the stormwater drainage plan, weed management plan, fire protection plan, or approach permits;
 - b. Installation of mail delivery facilities; and
 - c. Utilities abutting and available to each lot.
13. In cooperation with Broadwater County, the applicant shall create, or expand an existing Rural Improvement District for the maintenance, preservation and repair of the internal subdivision roads or expand or join a Property Owners’ Association or a Road User Agreement or Homeowners’ Association which provides for the maintenance of the internal subdivision road network. **(Mitigates Findings of Fact under “Impacts on Road and Traffic under Local Services”)** (Sections 7-11-1003, 76-3-102, 501, 504 and 608(3), MCA; Chapter V-H-b, Broadwater County Subdivision Regulations)
14. Prior to final plat approval the applicant shall:
 - a. Provide proof that all real property taxes and special assessments assessed and

levied on the property are paid for the current tax year; including any past delinquencies (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**) (Section 76-3-611(1)(b), MCA; Chapter III, Broadwater County Subdivision Regulations)

- b. Provide documentation showing that the applicant is the lawful owner of the property with the apparent authority to subdivide the same and showing the names of lien holders or claimants of record (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**) (Section 76-3-612, MCA; Chapter III, Broadwater County Subdivision Regulations)

DATED this _____ day of _____, 2023

BROADWATER COUNTY COMMISSION

ATTEST:

Debi Randolph, Chairperson

Angie Paulsen, Clerk & Recorder

Darrel Folkvord

Lindsey Richtmyer



November 21, 2022

J J Conner
JJC Consulting LLC
472 Lower Deep Creek Road
Townsend MT 59644

RE: Fairchild Aggregation
Broadwater County
E.Q. #23-1490

Dear Mr Conner:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

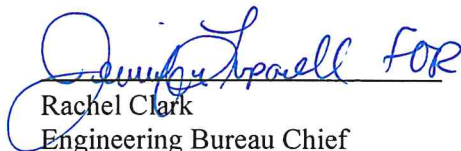
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rachel Clark FOR", is written over a horizontal line. Below the line, the name "Rachel Clark" and title "Engineering Bureau Chief" are printed in a black, sans-serif font.

Rachel Clark
Engineering Bureau Chief

RC/JL

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Broadwater County
Townsend, Montana

E.Q. #23-1490

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as the **Fairchild Aggregation**

located in the NE1/4 of Section 27, Township 08 North, Range 01 East, P.M.M., Broadwater County, Montana,

consisting of one Tract, Amended Tract 2-4, have been reviewed by personnel of the Water Quality Division, and,

SEE EXHIBIT A, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Certificate of Survey (COS) is made with the understanding that the following conditions shall be met:

THAT the lot size as indicated on the approved lot layout and the Certificate of Survey to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT the lot shall be used for two individual living units, and,

THAT the shared water system serving the Lot will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an adequate water source at a depth of approximately 310-550 feet, and,

THAT the shared sewage treatment system will consist of a septic tank, effluent filter, dose tank/chamber, siphon, and pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, the most current standards of the Department of Environmental Quality and the most current Broadwater County Regulations for Sewage Treatment Systems, and shall be constructed in accordance with the approved plans and specifications or by equivalent plans and specifications, and,

THAT the subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.5 gpd/square foot, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the stormwater design requires maintaining a minimum of 10,000 square feet per living unit for a total of 20,000 square feet of lawn and landscaped area on the tract to absorb a portion of the run-off, and that a proposed retention pond or swale with a minimum volume of 612 cubic feet be constructed and located on each tract in accordance with the approved plans, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the COS approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the COS filed in your office as required by law.

DATED this 22nd Day of September, 2022

Christopher Dorrington,
Director

By: Shawn Rowland
Shawn Rowland, R.S.
Certified Subdivision Reviewer
Broadwater County Environmental Health

By: Margarite Juarez Thomas
Margarite Juarez Thomas, Section Supervisor
PWS & Subdivisions Section
Engineering Bureau
Water Quality Division
Department of Environmental Quality

Owner's Name: Sue Fairchild

EXHIBIT A
EQ#23-1490
Fairchild Aggregation

Legal Description:

Amended Tract 2-4

A tract of land being all of Tracts 2-4 and 2-5 of Certificate of Survey Book 2, Page 146, situated in the NE 1/4 of Section 27, Township 8 North, Range 1 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commence at the NE Corner of said Section 27: Thence S89°45'37"W for a distance of 2010.00 feet; Thence S00°00'44"W for a distance of 1085.86 feet to the most NE corner of herein described tract of land and True Point of Beginning; Thence S00°00'44"W, a distance of 263.87 feet; Thence S89°45'12"W, for a distance of 330.03 feet; Thence N00°00'52"E, for a distance of 263.89 feet; Thence N89°45'25"E, for a distance of 330.02 feet to the True Point of Beginning, said parcel being 2.00 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Amended Tract 2-4 - Page 9 of 64

TASK ORDER AMENDMENT NUMBER ONE
TASK ORDER FOR
Disease Intervention Specialists and/or Congregate Living Coordinators
TASK ORDER NUMBER 23-07-7-11-106-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Broadwater County ("Contractor"), Federal ID Number 81-6001337, UEI# ENMTASEFELN8 and 124 N Cedar St, Townsend, MT 59644.

Effective 12/12/2022 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 2. PURPOSE, will be amended as follows:

The purpose of this Task Order is to support congregate living coordinators (CLC), disease intervention specialists (DIS), sanitarians (SAN), and epidemiologists (EPI) at the local and tribal health departments (LHD) in Montana to respond to COVID-19 and other communicable diseases. This Task Order is for the third year of Epidemiology and Laboratory Capacity for Infectious Diseases federal funding replacing Public Health Emergency Preparedness Task Order 20-07-6-11-005-0, Amendments 2 and 3, while continuing support to positions authorized and funded from 7/1/2019 through 6/30/2022.

SECTION 3. TERM OF TASK ORDER, will be amended as follows:

- A. The term of this Task Order for the purpose of delivery of services is from 7/1/2022 through ~~12/31/2022~~ 6/30/2023.
- B. Remains the same.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK, will be amended as follows:

- A. The Contractor agrees to provide the following services:
 - 1. and 2. Remains the same.
 - 3. Scope of work for CLC:
 - i. Hire an individual dedicated as the CLC (~~payroll stubs will be requested to meet this deliverable~~ allowable costs include salary and benefits only).
 - ii. CLC will assist the local health jurisdiction to conduct case and contact investigations and analyze communicable disease data at the local level. This activity must be documented in quarterly invoices and payroll/expense reporting reports provided to the Department.
 - iii. Remains the same.
 - iv. If/when this position is vacated, prior authorization from the Department will be required prior to rehiring.
 - 4. Scope of work for DIS/SAN/EPI:

- i. Hire a disease intervention specialist (DIS), sanitarian (SAN), or epidemiologist (EPI) position (~~payroll stubs will be requested to meet this deliverable~~ allowable costs include salary and benefits only, travel will be reimbursed for sanitarians only).
- ii. DIS, SAN, or EPI will assist the local health jurisdiction to conduct case and contact investigations and analyze communicable disease data at the local level. This activity must be documented in quarterly invoices and payroll/expense reporting reports provided to the Department.
- iii. Remains the same.
- iv. If/when this position is vacated, prior authorization from DPHHS will be required prior to rehiring.

B. Remains the same.

SECTION 5. CONSIDERATIONS, PAYMENTS, AND PROGRESS PAYMENTS, will be amended as follows:

- A. In consideration of the services provided through this Task Order, and payments associated with the previous Public Health and Preparedness task order 20-07-6-11-005-0, the Department is requiring documentation provided by the County for actual expenses incurred during the period of July 1, 2020 through June 30, 2022, which will draw down the balance of previous payments made against task order 20-07-6-11-005-0:

<u>Program</u>	<u>Fiscal Year Ending 2021</u>	<u>Fiscal Year Ending 2022</u>	<u>Total to County</u>
<u>DIS</u>	<u>\$91,811.84</u>	<u>\$68,858.88</u>	<u>\$160,670.72</u>
<u>CLC</u>	<u>\$0</u>	<u>\$25,982</u>	<u>\$25,982</u>

Upon actual expenses, provided by the County, meeting the balance of previous payments listed above the Department will pay reimburse the Contractor up to a total of \$63,228 \$126,456 for 2 4 quarters as follows:

<u>Quarter end date</u>	<u>Salary verification and summary of work due date</u>	<u>Invoice due date</u>	<u>Payment due date</u>	<u>Expected Maximum quarterly payment reimbursement</u>
<u>9/30/2022</u>	<u>10/30/2022</u>	<u>10/30/2022</u>	<u>11/30/2022</u>	<u>\$31,614</u>
<u>12/31/2022</u>	<u>1/31/2023</u>	<u>1/31/2023</u>	<u>2/2/2023</u>	<u>\$31,614</u>
<u>3/31/2023</u>	<u>4/30/2023</u>	<u>4/30/2023</u>	<u>5/31/2023</u>	<u>\$31,614</u>
<u>6/30/2023</u>	<u>7/31/2023</u>	<u>7/31/2023</u>	<u>8/31/2023</u>	<u>\$31,614</u>

Previous funding for this program was paid through a Task Order issued by the Public Health Emergency Preparedness, Task Order 20-07-6-11-005-0. This Task Order supersedes Epidemiology and Laboratory Capacity for Infectious Diseases federal funding conditions and terms found in PHEP Task Order 20-07-6-11-005-0.

B. though C. Remains the same

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS, will be amended as follows:

The sources of the funding for this Task Order are ~~\$63,228~~ \$126,456 from ELC Enhanced Detection, Response, Surveillance, and Prevention of COVID-19 (May 18, 2020 through July 31, 2024) and/or ELC Enhancing Detection Expansion (January 13, 2021 through July 31, 2024), C.F.D.A. 93.323, Award No NU50CK000500, Supported through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021.

SECTION 8. CFR 200 REQUIREMENTS, will be amended as follows:

The following information may be required pursuant to 2 CFR 200: as outlined in Attachment B. -
Revised 12/12/2022

SECTION 10. LIASON AND SERVICE OF NOTICES, will be amended as follows:

- A. ~~Magdalena Scott~~ Laura Williamson, or their successor, will be the liaison for the Department. Contact information is as follows:

~~Magdalena Scott~~ Laura Williamson
DPHHS PHSD Communicable Disease Epidemiology Section Epidemiology and Scientific Support Bureau
PO Box 202951
Helena, MT 59620
Phone Number (406) 444-0273 0064
Email: ~~Magdalena.scott@mt.gov~~ lwilliamson@mt.gov

Margaret Ruckey, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Margaret Ruckey
Broadwater County
124 N Cedar St
Townsend, MT 59644
Phone Number (406) 266-5209
mruckey@co.broadwater.mt.us

SECTION 15. SCOPE OF TASK ORDER, will be amended as follows:

This Task Order consists of 6 numbered pages, Amendment One, and the following Attachments:

- Attachment A: Qualtrics salary verification and work documentation template and link
Attachment B: CFR 200 Requirements -Revised 12/12/2022

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order Amendment, Task Order, and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, Administrator
Public Health and Safety Division

CONTRACTOR, BROADWATER COUNTY

BY: _____ Date: _____
Broadwater County Commissioner

ATTACHMENT B To Task Order No. 23-07-7-11-106-0
2 CFR 200 Requirements

COMPLIANCE WITH LAWS/WARRANTIES: The following information may be required pursuant to 2 CFR 200. – Revised 12/12/2022

1) Sub recipient name	Broadwater County	Broadwater County
2) Sub recipient UEI Number	ENMTASEFELN8	ENMTASEFELN8
3) FAIN number	NU50CK000500	NU50CK000500
4) Federal award date	1/13/2021	5/18/2020
5) Federal award budget period start & end date	7/1/2022 – 12/31/2022 <u>6/30/2023</u>	7/1/2022 – 12/31/2022 <u>6/30/2023</u>
6) Total amount of funds obligated with this action	\$17,322	\$45,906
7) Amount of federal funds obligated to sub recipient	\$17,322 <u>\$34,644</u>	\$45,906 <u>\$91,812</u>
8) Total amount of the federal award	\$17,322 <u>\$34,644</u>	\$45,906 <u>\$91,812</u>
9) Project description	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC) Application	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC) Application
10) Awarding agency/pass-through entity	DPHHS/PHSD Magdalena Scott Laura Williamson magdalena.scott@mt.gov <u>lwilliamson@mt.gov</u> 406-444-3049 0064	DPHHS/PHSD Magdalena Scott Laura Williamson magdalena.scott@mt.gov <u>lwilliamson@mt.gov</u> 406-444-3049 0064
11) Assistance Listing Number (formerly CFDA #)	93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
12) Research & Development: Yes/No	No	No
(13) Indirect cost rate	Not Applicable	Not Applicable

CONTRIBUTION AGREEMENT

GRAYMONT CARBON REDUCTION FUND

CONTRIBUTION AGREEMENT made as of January 26, 2023 (the “Effective Date”).

BETWEEN: **Graymont Western US Inc.**, duly constituted under the laws of Utah, having a place of business at P.O. Box 550 Townsend, MT 59644, duly represented for the purposes hereof by **Paul W Liner Plant Manager**
(hereinafter referred to as “**Graymont**”)

AND: **Broadwater County**, duly constituted under the laws of Montana, having its head office and principal place of business at 416 Broadway, Townsend, MT duly represented for the purposes hereof by **Darrel Folkvord Broadwater County Commissioner**
(hereinafter referred to as the “**Proponent**”)

(Each a “**Party**” and together the “**Parties**”)

PREAMBLE:

WHEREAS Graymont has established a fund (the “**Graymont Carbon Reduction Fund**” or “**GCRF**”) to further its mission of contributing to a decarbonized world by providing essential lime and limestone solutions with a view to supporting the development of carbon reduction solutions at the local level in the communities where Graymont is present;

WHEREAS the objective of the GCRF initiative is to empower members of local communities to contribute to carbon reduction in any or all of the following areas: protecting the environment through the responsible use of resources; reducing carbon footprint through increased energy efficiency; and developing and maintaining natural, biological “carbon sinks” such as agricultural land, forests or peat bogs that act as a natural offset for carbon;

WHEREAS to that end, the GCRF will support projects that foster the increased participation of community members and local businesses in carbon reduction efforts, with the intent to maximize the number of people reached by GCRF-funded projects, as well as the co-benefits to the host communities;

WHEREAS the Proponent has submitted a Graymont Carbon Reduction Fund Application Form to Graymont, which describes the Proponent's project (hereinafter referred to as the "**Project**");

WHEREAS Graymont has reviewed and evaluated the proponent's Project and has selected it for the purposes of the awarding of the Project Contribution (as defined herein);

WHEREAS Graymont wishes to provide the Project Contribution to the Proponent;

WHEREAS the Proponent wishes to accept the Project Contribution and use it for the Project in accordance with the terms and conditions provided for in this Agreement;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement and in the Preamble hereto:

"Affiliates" means any person, firm or corporation which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the persons specified;

"Agreement" means this Contribution Agreement;

"Code of Conduct" means Graymont's Code of Business Conduct and Ethics dated March 2022, as updated from time to time and available at www.graymont.com.

"Environmental Attributes" has the meaning ascribed thereto in Section 5.1;

"Event of Default" has the meaning ascribed thereto in Section 9.1;

"Governmental Authorities" means (i) any court, judicial body or arbitral body, (ii) any domestic or foreign government whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever, (iii) any subdivision or authority of any of the foregoing, (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, (v) any supranational or regional body such as the World Trade Organization, and (vi) any stock exchange;

"Graymont Carbon Reduction Fund" or **"GCRF"** has the meaning ascribed thereto in the Preamble;

"Milestone Notice" has the meaning ascribed thereto in Section 2.2b);

"Milestone Payment" has the meaning ascribed thereto in Section 2.2;

“Notice” has the meaning ascribed thereto in Section 10.2;

“Order” means any order, judgment, injunction, decree, stipulation, determination, award, decision or writ of any Governmental Authority or other person;

“Project” has the meaning ascribed thereto in the Preamble;

“Project Contribution” has the meaning ascribed thereto in Section 2.1;

“Qualified Recipient” means a charitable organization registered under applicable tax laws in the relevant jurisdiction;

“Team Member” means any person, professional, organization, or entity assisting the Proponent with the Projector any other third party participant in the Project; and

“Term” has the meaning ascribed thereto in Section 10.1.

2. CONTRIBUTION FROM THE GCRF FOR PROJECT

2.1 During the Term, Graymont shall make a contribution to the Proponent in the amount of **twenty eight thousand two hundred dollars (\$28,200.00)**, for the purpose of executing the Project (the **“Project Contribution”**).

2.2 The Project Contribution will be advanced by instalments, in the amounts specified in Schedule 1 to this Agreement (each, a **“Milestone Payment”**), as follows:

- a) Graymont will pay to the Proponent the first Milestone Payment within **30** business days of the date of execution of this Agreement by the last Party;
- b) thereafter, upon completing each subsequent milestone described in Schedule 1, the Proponent must deliver to Graymont a written notice indicating which milestone that has been achieved and providing any documentation that is referred to in the milestone description or is otherwise reasonably required to confirm that such milestone has been achieved (the **“Milestone Notice”**); and
- c) within **30** days of the delivery of a Milestone Notice acceptable to Graymont acting reasonably, Graymont shall pay to the Proponent the corresponding Milestone Payment as set out in Schedule 1.

2.3 If a date is specified under the heading “Milestone Date” in Schedule 1 in respect of a Project milestone, and the Proponent has not achieved that milestone and delivered a Milestone Notice in accordance with Section 2.2b) that is satisfactory to Graymont acting reasonably on or before that date, then Graymont shall have no obligation to pay the applicable Milestone Payment and for all purposes under this Agreement the aggregate amount of the Project Contribution will be deemed to be reduced accordingly.

3. REPORTING

- 3.1 The Proponent must keep and maintain or cause to be kept and maintained, in accordance with generally accepted accounting principles, distinct and specific books of accounts and records of its activities and expenditures with respect to the Project Contribution, shall enter and record or cause to be entered and recorded therein fully and accurately all transactions and other matters related to the use of such Project Contribution, and shall keep all supporting documentation related to all and any financial transactions relating to the use of the Project Contribution. Graymont shall have unimpeded access to such books, records and supporting documentation upon a prior thirty (30) day written notice to the Proponent. The Proponent must cause each Team Member to keep and maintain such records in relation to the use of any portion of the Project Contribution that has been paid to them, in a form that is reasonably appropriate to such Team Member's involvement in the Project. At Graymont's reasonable request, the Proponent must cause the appropriate Team Members to provide copies of such records to Graymont.
- 3.2 The Proponent must, and must cause each Team Member, to keep such books, records and supporting documentation for a period of at least seven (7) years following the end of the Proponent's financial year during which the Project is completed.
- 3.3 The Proponent undertakes to complete the Project by **12/31/2024** and to prepare and submit to Graymont the following documents:
- a) no later than thirty (30) days after completion of the Project, an activity report including an unaudited financial report signed by any one of its officers or directors as applicable, which consists in a detailed statement of income and expenditures for the completion of the Project, or such other financial documents as required by Graymont;
 - b) no later than one hundred and twenty (120) days after the end of the Proponent's financial year during which the Project is completed, an audited and detailed financial report related to the costs of the Project which will provide information upon all financial transactions in relation to the Project.

4. PROPONENT OBLIGATIONS

- 4.1 The Proponent must use the Project Contribution solely for the purposes of executing the Project and for no other purposes, in accordance with a final workplan and budget for the Project submitted to Graymont within **30** business days of the Effective Date. The Proponent must use the Project Contribution and execute the Project in compliance with the Code of Conduct.
- 4.2 The Proponent may not cancel, replace or substitute the Project or any material component thereof, and may not substantially modify the execution of the Project as set out in the Project's workplan and budget submitted in accordance with Section 4.1 without receiving prior, written consent from Graymont.
- 4.3 The Proponent must notify Graymont immediately in the event of any occurrence that has or is reasonably likely to have a material adverse effect on the execution of the Project, or

in the event that any material change to the Project's workplan and budget is required or contemplated by the Proponent.

4.4 The Proponent agrees not to commit any act or omission, or cause or permit any Team Member to commit any act or omission, that would:

- a) violate the Code of Conduct;
- b) constitute a conflict of interest (a "conflict of interest" as used in this Agreement is a situation in which a member of the governing body of the Proponent or a Team Member, or a person employed by the Proponent or Team Member, or any spouse or child thereof, may, directly or indirectly through corporate structures or otherwise, personally benefit from the use of all or any part of the Project Contribution);
- c) damage or diminish the reputation or goodwill of Graymont or its Affiliates or embarrass or bring into disrepute Graymont or its Affiliates, or their respective directors, officers or shareholders; and

The Proponent must notify Graymont forthwith if it becomes aware of any act or omission of the Proponent or its Team Member that violates Sections 4.4a), 4.4b) or 4.4c) .

4.5 The Proponent must, and must cause its Team Members to, return to Graymont any portion of the Project Contribution that is not used for the purpose of executing the Project for any reason (the "**Surplus Funds**"), including as a result of: (i) the Proponent's abandonment of the Project or failure to complete the Project; (ii) the termination of the Agreement by Graymont pursuant to Section 10.2; or (iii) an over estimation of Project costs in the budget submitted to Graymont in accordance with Section 4.1. The Proponent must, and must cause its Team Members to, return such Surplus Funds within **30** business days of the Proponent's abandonment or completion of the Project, the termination of this Agreement pursuant to Section 10.2 or else as soon as reasonably practicable after becoming aware of such Surplus Funds.

4.6 If the Proponent is a Qualified Recipient, upon receipt of each Milestone Payment from Graymont, the Proponent must issue to Graymont an official tax receipt. Such official tax receipt must be prepared in prescribed form and contain all prescribed information as required by the tax laws and regulations applicable to the Proponent.

5. OWNERSHIP OF ENVIRONMENTAL ATTRIBUTES

5.1 For the purposes of this Agreement, "**Environmental Attributes**" means those attributes, known as of the Effective Date or as may be introduced in the future, resulting from, attributable to or associated with the Project, including:

- a) the removal of any greenhouse gases from the atmosphere or the avoidance of greenhouse gas emissions to the atmosphere ;

- b) any natural, biological “carbon sinks” such as agricultural land, forests or peat bogs that act as a natural offset for greenhouse gases;
 - c) enhancement of permeability in any urban areas to reduce the risk of inland flooding during extreme weather events;
 - d) any and all credits, benefits, emissions reductions, offsets, and allowances associated with or otherwise due to or through the generation of electricity or increased energy efficiency from the Project;
 - e) rights to any fungible or non-fungible attributes, whether arising from the Project or because of applicable legislation or voluntary programs established by Governmental Authorities or agencies thereof;
 - f) any and all rights relating to the nature of the Project as may be defined and awarded through applicable legislation or voluntary programs, including ownership rights to any emission reduction credits or entitlements resulting from the Project as specified by applicable legislation or voluntary programs, and the right to quantify and register such credits with competent authorities; and
 - g) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing.
- 5.2 The Proponent shall have all right, title, and interest in and to any and all Environmental Attributes that relate to the Project and Graymont shall have no right, title or interest in or to any such Environmental Attributes.

6. RECOGNITION

- 6.1 The Proponent must take all necessary measures to ensure the visibility of Graymont, so that the individuals participating to the Project and the stakeholders benefiting from the Project are made aware of the GCRF and of the Project Contribution. If requested and approved by Graymont in advance, the Proponent may publish, distribute or display Graymont’s name and/or logo on the Proponent’s publicity materials such as promotional items, public communications or other advertising materials that the Proponent produces or publishes in relation to the Project (the “**Publicity Materials**”). Graymont grants to the Proponent a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to display Graymont’s registered or unregistered trademarks (including its name and logo) on the Proponent’s Publicity Materials during the Term of this Agreement, or such other period as approved by Graymont in writing.
- 6.2 The Proponent acknowledges and agrees that Graymont is entitled to privately or publicly report on, advertise and otherwise promote the GCRF, the Project and the Project Contribution and its impacts, including the fact that the Project and Project Contribution led to the creation of the Environmental Attributes, provided that such activities are for informational or promotional purposes only. For greater certainty, Graymont will not assert ownership over such Environmental Attributes or use such Environmental Attributes as a means of reducing its own reported greenhouse gas emissions for compliance purposes

or for purposes of its voluntary greenhouse gas emissions reporting. The Proponent must promptly provide to Graymont all information about the Environmental Attributes as may be requested by Graymont.

- 6.3 The Proponent must provide to Graymont, and permit Graymont to obtain, photographs of the Project and all other models, plans or other graphical representations of the Project and its various elements as Graymont may reasonably request (the “**Project Images**”) and copies or high-definition digital files of such logos and registered or unregistered trademarks of the Proponent and its Team Members (the “**Proponent’s Marks**”) as Graymont may reasonably request, all for the purpose of publicizing and reporting Graymont’s support for the Project and its provision of the Project Contribution to the Proponent for purposes of the Project.
- 6.4 The Proponent hereby grants to Graymont and its Affiliates, a perpetual, transferable, sublicensable, non-exclusive, royalty-free licence to use the Project Images and the Proponent’s Marks for the sole purpose of publicizing and reporting Graymont’s support for the Project and its provision of the Project Contribution to the Proponent for purposes of the Project. The Proponent must obtain any rights and/or consents from any Team Member or third parties as required in order to grant to Graymont and its Affiliates the foregoing licence to use the Project Images and the Proponent’s Marks for such purposes.

7. LIABILITY AND INDEMNITY

- 7.1 Notwithstanding any other provision of this Agreement, the Parties hereby agree that Graymont shall bear no responsibility whatsoever, including environmental liabilities, for any claim as well as for any losses, damages and expenses, including legal fees, consultant fees and statutory fines claimed against, or incurred by the Proponent, its Affiliates and their respective directors, officers, shareholders, employees, agents and representatives, relating to or arising from the Proponent’s operations and/or activities, including any liability regarding the obtaining of permits and authorizations required to execute the project.
- 7.2 The Proponent must indemnify, defend and hold harmless Graymont, its Affiliates and their respective directors, officers, shareholders, employees, agents and representatives from and against all claims, including all claims under a warranty, as well as for any losses, damages and expenses, including legal fees, consultant fees and statutory fines claimed against Graymont or its Affiliates relating to or arising from the Proponent’s or any Team Member’s operations and/or activities, including any liability regarding the obtaining of permits and authorizations required to execute the project.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Proponent’s Representations and Warranties. The Proponent represents and warrants as follows and acknowledges that Graymont is relying on such representations and warranties in entering into this Agreement:

- a) it has reviewed this Agreement, and acknowledges that Graymont has recommended that it receive independent legal advice with respect to this Agreement, and has had an opportunity to receive such advice;
- b) it is validly existing and it has the requisite power and capacity to enter into this Agreement and to perform its obligations hereunder; and
- c) any information the Proponent provided to Graymont, whether in or in support of this Agreement, is true and complete as of the date the hereof.

8.2 Graymont's Representations and Warranties. Graymont represents and warrants to the Proponent as follows and acknowledges that the Proponent is relying on such representations and warranties in entering into this Agreement:

- a) Graymont is incorporated under the laws of Utah, and has the requisite power and capacity to enter into this Agreement and to perform its obligations hereunder; and
- b) this Agreement has been authorized, executed, and delivered by Graymont and is a valid and binding obligation of Graymont enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

9. DEFAULT

9.1 Subject to Section 9.2, the following shall constitute events of default (each, an “**Event of Default**”):

- a) if the Proponent becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) the Proponent has submitted materially false or misleading information or has made misrepresentations of a material nature to Graymont other than in good faith;
- c) the Proponent makes materially false or misleading statement concerning support by Graymont in any internal and/or public communication, other than in good faith;
- d) the Proponent ceases its activities or substantially changes the nature of its business;

- e) the Proponent or any Team Member has committed, or is suspected to have committed, any act or omission described in Sections 4.4a), 4.4b) or 4.4c); and
- f) the Proponent has not met or satisfied any of the material terms and conditions of this Agreement, including completion of a milestone described in Schedule 1 by the applicable Milestone Date.

9.2 Rectification period

- a) Where Graymont is concerned about the probability of imminent default as outlined in Section 9.1a) of this Agreement, Graymont will notify the Proponent in writing and the Parties will discuss the concerns and rectify any default within thirty (30) days of written notice thereof. If Graymont, acting reasonably, determines that rectification is not possible, Graymont may terminate this Agreement with immediate effect.

9.3 Remedies. If an Event of Default as outlined in Section 9.1 of this Agreement has occurred, or in the reasonable opinion of Graymont, is likely to occur, and the Proponent has not rectified such default in accordance with Section 9.2, Graymont may require the Proponent to repay, to the extent it has not otherwise committed or spent the Project Contribution, all or part of the Project Contribution and any related revenue not otherwise committed or spent.

9.4 No waiver. The fact that Graymont refrains from exercising a remedy it is entitled to exercise under this Agreement will not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on Graymont and will not prevent Graymont in any way from later exercising any other right or remedy under this Agreement or other applicable law, unless Graymont waives such right in writing.

10. **TERM AND TERMINATION**

10.1 Term. Unless this Agreement is terminated earlier in accordance with Sections 10.2, 10.3, 10.4, or is extended by the mutual written agreement of the Parties, the offer to provide Project Contribution in accordance with this Agreement will terminate on 01/31/2025 (the “**Term**”).

10.2 Termination by Graymont due to Event of Default. Without limiting any other rights or remedies of Graymont, if an Event of Default occurs, Graymont may terminate this Agreement by delivering a written termination notice (the “**Notice**”) to the Proponent. From the date the Notice is delivered, Graymont will not be obliged to pay any remaining portion of the Project Contribution that may be due to the Proponent under this Agreement, and as of the date of the Notice:

- a) this Agreement will terminate immediately;

- b) the Proponent must repay any portion of the Project Contribution to the extent it has not otherwise committed or spent on the Project; and
 - c) Graymont may require the Proponent to repay a sum of money in the amount up to the entire Project Contribution paid by Graymont to the Proponent prior to the termination.
- 10.3 Termination for Convenience. Graymont may terminate this Agreement for convenience upon thirty (30) days written notice to the Proponent, in which case Graymont will not be obliged to pay any remaining portion of the Project Contribution that may be due to the Proponent under this Agreement as of the date of the termination, and the Proponent releases Graymont from any such obligation.
- 10.4 Termination upon Mutual Agreement. The Parties may terminate this Agreement upon mutual written consent at any time, in which case Graymont will not be obliged to pay any remaining portion of the Project Contribution that may be due to the Proponent under this Agreement as of the date of the termination, and the Proponent releases Graymont from any such obligation.
- 10.5 Effect of Termination. If this Agreement terminates, then the provisions of this Agreement will cease to have effect except that:
- a) Section 7 (Liabilities and Indemnities), Section 8 (Warranties) and Section 12 (General) will continue in effect after termination, and
 - b) termination will not affect any rights or obligations of the Parties which arose before termination.

11. NOTICE

- 11.1 Unless otherwise specified herein, any notice required or authorized to be given to the Parties under this Agreement shall be in writing and shall be delivered (a) in person, (b) by registered mail, return receipt requested, (c) by reputable courier service or (d) by electronic mail with proof of delivery. Notices shall be deemed given and effective on the date of delivery, if delivered during the recipient's normal business hours, or on the next business day if delivered after the recipient's normal business hours. The Parties shall address their notices as follows, provided that a Party may change its address by giving notice to the other Parties:

- a) If to Graymont:

Paul W Liner pliner@graymont.com with a copy to gcrf@graymont.com

- b) If to the Proponent:

Jessica Erickson fair@co.broadwater.mt.us

12. GENERAL

- 12.1 This Agreement does not make either Party the employee, agent, partner or joint venturer of or with the other nor does this Agreement create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties. In fulfilling its obligations pursuant to this Agreement, each Party shall be acting as an independent contractor.
- 12.2 This Agreement contains the entire agreement between the Parties concerning its subject matter and replaces all previous agreements between the Parties concerning that subject matter.
- 12.3 This Agreement will enure to the benefit of, be enforceable and be binding upon the respective successors and permitted assigns of the Parties.
- 12.4 The Proponent may not assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Graymont, which consent may be withheld in Graymont's sole discretion. No supplement, amendment or modification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.
- 12.5 This Agreement will be governed by and interpreted in accordance with the laws of Montana.
- 12.6 Each provision of this Agreement is severable from the others. If any provision of this Agreement is determined to be unenforceable in whole or in part, then such unenforceability will affect only such provision or part thereof and the remaining part of such provision and all other provisions of this Agreement will remain in effect.
- 12.7 This Agreement and any amendments hereto may be executed in any number of counterparts and by the Parties to them on separate counterparts. Each of the counterparts will be an original of this Agreement but all of them together will constitute one and the same instrument. This Agreement and any amendments hereto will not be effective until each Party has executed at least one counterpart.

[Intentionally left blank. Signatures on the next page.]

IN WITNESS THEREOF, the Parties have signed this to be effective as of the Effective Date.

Broadwater County

Graymont Western US Inc.

Name: Darrel Folkvord

Name: Paul Liner

Title: Broadwater County Commissioner

Title: Plant Manager

SCHEDULE 1

Project Milestones & Milestone Payments

<i>Milestone</i>	<i>Description</i>	<i>Milestone Date</i>	<i>Milestone Payment</i>
#1	Installation of the ceiling furnace units and the regular furnace unit for the 4-H building. The exterior lighting upgrades to the Roping Barn and all of the lighting upgrades to the Commercial building.	11/1/2023	\$14,100
#2	Installation of the interior lighting upgrades to the Roping barn and all of the lighting upgrades to the 4-H building.	12/31/2024	\$14,100